

Fort Dodge CSD    Maint. Empl. Barg. Unit (Bus Drivers)    7/1/2006 6/30/2008

FORT DODGE CSD / MAINT. EMPL. BARG. UNIT 06-08  
(BUS DRIVER)

**AGREEMENT**

**BETWEEN**

**FORT DODGE COMMUNITY SCHOOL DISTRICT**

**AND**

**F.D.C.S. M.E.B.U.  
(BUS DRIVERS)**

**FOR**

**2006-2008**

## TABLE OF CONTENTS

ARTICLE I:	Preamble.....	2
ARTICLE II:	Definitions .....	2
ARTICLE III:	Seniority .....	2
ARTICLE IV:	Evaluation .....	2
ARTICLE V:	Transfer.....	3
ARTICLE VI:	Staff Reduction .....	5
ARTICLE VII:	Health and Safety .....	5
	Physicals.....	5
ARTICLE VIII:	Association Leave.....	6
ARTICLE IX:	Leaves of Absence .....	6
ARTICLE X:	Hours of Work.....	8
	Adverse Weather .....	8
	Probationary Employees.....	8
	Severance.....	8
	Employment.....	8
ARTICLE XI:	Insurance .....	10
ARTICLE XII:	Wages.....	10
	Dues Deduction .....	10
	Length of Service.....	10
	Paychecks .....	11
ARTICLE XIII:	Grievance.....	16
ARTICLE XIV:	Vacations and Holidays .....	17
ARTICLE XV:	Compliance and Duration .....	18

## ARTICLE I: PREAMBLE

- A. The Fort Dodge Community School District and the Bus Drivers of the Fort Dodge Community Schools Maintenance Employees Bargaining Unit agree as follows:

## ARTICLE II: DEFINITIONS

- A. The term "employee" as used in the agreement, shall mean regular bus driver represented by the Maintenance Employees Bargaining Unit as defined and certified by PERB on November 5, 1985. Regular bus driver (including activity drivers if created) is defined as a driver who has been awarded a regular route through the bid process as defined in this agreement.
- B. "Organization" shall mean the Fort Dodge Community School District Maintenance Employees Bargaining Unit as certified by PERB, its authorized representatives, or its authorized agents.
- C. "Board" shall mean the Board of Education of the Fort Dodge Community School District, its authorized representatives, or its authorized agents.
- D. "District" shall mean the Fort Dodge Community School District.
- E. "Director" shall mean the Director of **Operations/Transportation Site Manager or designee**.
- F. Immediate family will be defined, for all references in this contract, as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the step and in-law relationships of the above.

## ARTICLE III: SENIORITY

- A. Seniority shall mean "length of continuous service in the District from the first day on the job." Ties in seniority will be broken by ranking employees according to the last four (4) digits of their social security number, with the highest number receiving the highest seniority ranking. Employees who have been employed by the District prior to July 1, 1986, shall have seniority retroactive to their most recent date of commencement of continuous employment with the District.
- B. The District will prepare a seniority list. The seniority list will be posted on or before July 1 and again on January 1. The seniority list will be posted at the transportation department.

## ARTICLE IV: EVALUATION

- A. Within thirty (30) calendar days after the beginning of each school year, the appropriate supervisor/evaluator shall inform, in writing, each employee under his/her supervision of the applicable evaluation procedures, criteria, and instruments to be used for the employee's evaluation.
- B. All new employees will be evaluated during their learning period and once after being placed on first year salary. Following the first year of employment, employees will be evaluated every other year. The **Director of Operations/Transportation Site Manager or designee** reserves the right to evaluate any driver as needed based on the circumstances and experiences of the driver.

## ARTICLE V: TRANSFER:

- A. Nothing in this article will require the District to fill a vacant route at any particular point in time or at all, nor preclude the District from realigning, combining, eliminating, or establishing regular routes. In the event the District elects to fill a vacant route, the processes and procedures established in this article will be followed.

1. Definitions.

- a. A "voluntary transfer" is defined as an employee initiated movement to a new or vacant route.
- b. An "involuntary transfer" is defined as an employer initiated movement to a different route (new, current, or vacant).
- c. A "vacancy" exists when the employer declares a route open and is defined exclusively by the District.

2. Regular Routes. (Regular Routes – AM and PM; Special Needs Routes – AM and PM, including (DLC) Developmental Learning Centers routes; and all Mid-day routes, including (KIDS) Pre-kindergarten.)

- a. Retention of Routes. Employees will keep their routes from the previous year (including any changes in a route due to changes in student population, reduction-in-force and/or realignment, etc.). The **Director of Operations/Transportation Site Manager or designee**, however, may reassign routes at any time for, but is not limited to, alleviating disciplinary problems, making a necessary realignment, or reduction-in-force.

**Displaced Driver.** When a regular route needs to be reduced the displaced driver with the most seniority may bump the lowest seniority regular route driver. That driver with the lowest seniority will be reassigned as a substitute driver.

- b. Bid Process. A bid process will be held to fill vacant routes one (1) week after the 2<sup>nd</sup> pay day. Vacant routes will be awarded to the most senior bidder (subject to rights of reassignment as per Part 2a of this Article). The same bid process shall be used to identify a substitute driver for each Mid-day route. An employee shall only be able to serve as a substitute on one such route. When such a substitute is unable to drive, the **Director of Operations/Transportation Site Manager or designee** will use the seniority list with Mid-day substitutes being excluded. The **Director of Operations/Transportation Site Manager or designee** is to be informed by the regular driver when the substitute is being used. It is the responsibility of the Mid-day driver to keep his/her substitute updated on changes to the route. The **Director of Operations/Transportation Site Manager or designee** may deviate from this process to avoid overtime payment or disruption to regular services.

Vacancies arising prior to October 1 may be temporarily filled at the discretion of the District. Those routes shall be posted on October 2, or the first working day thereafter. Bidding shall be open for three (3) working days. Vacant routes will be awarded within ten (10) working days after the bidding process is closed. New assignments will begin no later than the next pay period.

- c. Midyear Vacancies. Such vacancies as declared and defined by the District, which it desires to fill on a permanent basis during the school year, will be posted within ten (10) working days after a route is declared open. Bidding shall be open for three (3) working days. Routes will be awarded within ten (10) working days after bidding is closed. The effective date of such new assignments may be delayed for lack of drivers or other legitimate reasons.

Employees desiring consideration for transfer(s) shall file a written transfer request with the **Director of Operations/Transportation Site Manager or designee** within the posting period. The District will fill such vacancies on a seniority basis among those voluntary request for transfers (subject to rights of reassignment as per Part 2a of this Article).

Routes which become vacant on or after October 1 and prior to December 15 will either be declared open within thirty (30) days with a bidding process used or such routes will be eliminated, combined, or realigned no later than the end of the first semester. Routes which become vacant after December 15 and before January 14 will either be declared open within thirty (30) days with a bidding process used or such routes will be eliminated, combined, or realigned.

Routes which become vacant on or after January 14 and prior to March 1 will either be declared open within thirty (30) days with a bidding process used or such routes will be eliminated, combined, or realigned. Routes which become vacant after March 1 will be temporarily filled for the remainder of the work year. If such routes are to be permanently filled and not eliminated, combined, or realigned for the next school year, the previous of Part 2a of this Article apply.

- d. Awarded Assignments Through the Bidding Process. Employees who are awarded new assignments through the bidding process will be required to remain in those assignments for a minimum period of thirty (30) driving days. If desired by the employee, the employee may ride the new assignment for one (1) day (at the Learning Routes rate) to determine if the new assignment is acceptable. When an employee is part of a multiple-bid event, the employee may select only one (1) assignment in which to use the trial one (1) day ride opportunity. The trial one (1) day opportunity, when used, will not be included in the thirty (30) driving days requirement. The employee who used this opportunity and determines it is not an acceptable assignment shall return to his/her original assignment.
- e. Posting Routes to be Bid. All routes to be bid will include the scheduled departure and return times, with the understanding that those times may need to be adjusted by the **Director of Operations/Transportation Site Manager or designee** prior to the awarding of the assignment. Posting(s) will be located in the employee's waiting room.

3. District Vacancies.  
Vacancies which are declared by the District shall be posted at the transportation department. Employees may apply for those vacancies and will be considered together with other applicants.

4. Involuntary Transfers.  
As stated in Part 2a of this Article, the **Director of Operations/Transportation Site Manager or designee** may reassign routes at any time to alleviate disciplinary problems, or in the case of realignment or reduction in force, etc.

When vacancies are created by an involuntary transfer, said vacancies shall be bid as indicated in Part 2c of this Article.

## ARTICLE VI: STAFF REDUCTION

The Board, for any reason, may determine that it is necessary to reduce staff. When employees are laid off, the District will observe the following procedures:

A. Notification.

The District will give the affected employee(s) thirty (30) days written notice of an impending staff reduction.

B. Layoff.

1. The District will first utilize available attrition to reduce employees.
2. In the event attrition does not meet the needs of the planned employee **or route** reduction, the District shall lay off the employee with the least seniority **first**. **When a regular route needs to be reduced, the displaced driver with the most seniority may bump the lowest seniority regular route driver. That driver with the lowest seniority will be reassigned as a substitute driver.** However, the District may override seniority, and lay off a more senior employee based on the following criteria:
  - a. Driving record over the five previous years.
  - b. The District may evaluate the employee's personnel file for any disciplinary actions that were taken in the past five years that were initiated and recorded prior to the start of the reduction in force process.
3. If the District declares and defines a vacancy, then employees on recall will be re-employed in the reverse order of layoff. However, the District may use past evaluations and other job-related proficiencies or deficiencies to judge who is "the best" person for the vacancy. The District has the sole and absolute discretion to determine the qualifications for the vacancy. The qualifications and the job description will be posted at the transportation department.
4. A laid off employee shall at all times keep a current mailing address on file in the office of the **Director of Operations/Transportation Site Manager or designee**. When a vacancy is declared, a notice of recall will be mailed by certified mail to the employee(s) with the effective recall rights to advise those employees to report for work. Failure of the employee to affirmatively respond, within ten (10) working days of the date of mailing of the notice, waives the employee's rights to recall and the employee shall thereby lose his or her right to further recall and status as an employee.
5. When an employee is recalled and returns to active employment, all benefits which that employee had accrued at the time of his or her layoff, including unused accumulated sick leave and seniority, will be restored to the employee.

## ARTICLE VII: HEALTH AND SAFETY

A. Physicals:

Pre-employment Physical. A physical examination, including a chest x-ray, is required of new employees. The cost of this examination and x-ray is borne by the employee. The form will be provided by the District.

- B. Periodic Physical. The District will provide a physical performed by a **district determined physician**.

If the **employee elects to use his/her own physician**, the District will reimburse the employee up to **\$50.00** for the cost of the physical.

Employees who are required to have physicals more frequently than normally required by DOT regulations will be reimbursed a maximum of \$60.00 annually to partially offset this cost.

- C. Required Drug and Alcohol Testing. A driver shall be paid his/her regular hourly wage for completing the required drug testing. The minimum amount of time is one (1) hour and the maximum is one and one-half (1 ½) hours. Unusual circumstances may extend the maximum time. This situation will be determined by the **Director of Operations/Transportation Site Manager or designee**.
- D. Drivers Report on Defects in Motor Vehicles. The District shall endeavor to maintain a safe place of employment and to conform to appropriate safety and health standards. Employees shall report any defect(s) in school-owned vehicle(s) to the **Director of Operations/Transportation Site Manager or designee** in writing on the District provided form. The District shall provide each employee a duplicate copy of the "Driver's Report on Defects in Motor Vehicles" form upon the completion of the necessary repair/maintenance.

#### ARTICLE VIII: ASSOCIATION LEAVE

- A. Four (4) days per year, at no loss of regular wage, shall be granted upon request of the Organization's President for employees to attend Organization-related conferences, conventions, etc. Such leave shall not be granted for preparation of grievances and for negotiations. No more than two (2) employees per day shall be granted said leave.

#### ARTICLE IX: LEAVES OF ABSENCE

It is the responsibility of an employee to notify the **Director of Operations/Transportation Site Manager or designee** reasonably in advance of an absence, if possible. **All personal illness leaves will be prorated, corresponding with date of hire and long-term prior-approved leave.**

- A. Bereavement Leave.  
In case of a death in the immediate family (as defined in Article II, Section F), up to three (3) days per death shall be granted without loss of pay. An additional two (2) days may be granted at the discretion of the **Director of Operations/Transportation Site Manager or designee** in cases of extreme hardship.
- B. Extended Unpaid Sick Leave.  
An employee who is unable to work because of personal illness or disability and who has exhausted all of his/her available sick leave, shall be granted a leave of absence without pay for up to the end of the contract year.
- C. Jury and Legal Leave.  
An employee called for jury service shall be compensated at his/her regular wage, less the compensation received for jury duty. A "request for absence" shall be completed and approved by the **Director of Operations/Transportation Site Manager or designee** and Superintendent or designee prior to the absence. When the employee is not required for full-time jury service, he/she is expected to report to work. These provisions shall apply when the employee is subpoenaed to appear in court for a school bus or school transportation-related accident.



D. Personal Leave.

Personal leave, without giving a reason, shall be granted per driving time (A.M., P.M., and mid-day), with pay, as follows:

- For an employee who drives one (1) route in a day, he/she will receive two personal leaves (2 routes) per year.
- For an employee who drives two (2) routes in a day, he/she will receive four personal leaves (4 routes) per year.
- For an employee who drives three (3) routes in a day, he/she will receive five personal leave (5 routes) per year.

Absent extraordinary circumstances, personal leave shall not be granted during:

- The first five (5) student attendance days and the last ten (10) student attendance days of school.
- Days immediately before or after holidays or vacations (including long weekends in which a paid holiday falls).

For the absence to be granted under “extraordinary circumstances” the reason must be stated in writing and approved by the Director of Operations/Transportation Site Manager or designee.

An employee must request such leave by notifying the **Director of Operations/Transportation Site Manager or designee** seven (7) days in advance, except in emergencies. **In order for the request to be declared an “emergency” the reason must be provided and approved as such by the Director of Operations/Transportation Site Manager or designee.** Employees will be told their request is approved or denied within five (5) working days. No more than two (2) employees per day may be granted personal leave. This leave is non-accumulative.

E. Personal Sick Leave.

All employees shall be granted full pay for absence due to personal illness for a period of:  
ten (10) days during the first year of employment;  
eleven (11) days for the second year;  
twelve (12) days for the third year;  
thirteen (13) days for the fourth year;  
fourteen (14) days for the fifth year; and  
fifteen (15) days for the sixth and subsequent years of employment.

A total of one hundred and fifty (150) days maximum may be accumulated for personal illness. Personal sick leave days will be prorated for less than a year's service.

**The School Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence as well as to certify the employee's fitness to return to work.**

Sick leave/worker's compensation interplay shall be administered consistent with Section 85.38(3) of the Code of Iowa.

F. Good Cause Leave.

A good cause leave for a temporary or extended period of time, with or without pay, may be granted at the discretion of the Superintendent **or designee**. Granting of said leave is expressly non-grievable. Those regular drivers who were granted a good cause leave of one calendar year or more are guaranteed a regular driver position in the unit as determined by the **Director of Operations/Transportation Site Manager or designee**.

After one year on good cause leave, the route will be put up for bid.

When individuals return to work after one year, it will be necessary that they bid back into the first available route according to their seniority. (An individual will continue to maintain and accumulate seniority based on the date of hire.)

G. Illness in Immediate Family.

In case of illness in the immediate family, up to five (5) days leave will be granted per year without loss of pay. Immediate family is defined in Article II (F) of this contract.

## ARTICLE X: HOURS OF WORK

A. Adverse Weather.

A telephone tree will be used to notify drivers of a weather-related work-day cancellation or late start. The telephone tree will be designed to provide first notice to drivers that are responsible for routes with the earliest departure time or that live the greatest distance away from the transportation department. The District's goal is to make weather-related decisions by 6:00 a.m. However, that time is non-binding.

When a driver believes questionable weather conditions exist, the driver is encouraged to call the transportation department or the **Director of Operations/Transportation Site Manager or designee** to determine what the work schedule will be. Drivers may use the main phone line or the private line to obtain this information. Drivers will not be penalized with the loss of the bonus if the sole reason for not receiving the bonus is due to late arrival of the driver because of weather-related conditions.

B. Probationary Employees.

All new employees shall complete a learning period. The learning period shall be sixty (60) times of actual driving. Such employees will not be assigned to extra driving until after the learning period is completed.

A person rehired by the District that had been a regular driver during the previous two (2) years shall be required to drive only fifteen (15) times in the learning period. This procedure will also be followed for those regular drivers who were granted a good cause leave of one calendar year or more.

C. Severance.

After the tenth year of continuous service to the District, an employee will receive severance pay using the following formula: ninety percent (90%) of an individual's unused sick leave (capped at 120 days) times the base hourly rate during the current contract year, times four (4) hours per day. **This article will cover all employees hired prior to July 1, 2006.**

D. Employment.

1. Individual Contracts.

Employees will receive individual contracts indicating their regular-wage (the hourly rate of pay).

2. Substitution/Temporary Assignments.

From time to time employees may be requested to perform duties that are not considered to be a normal part of their job. Full cooperation in performing such assigned duties is expected of all personnel. The **Director of Operations/Transportation Site Manager or designee** will consider seniority, employee skill, and time-constraints in assigning employees to substitution/temporary assignments. Such reassignments will normally be for a period of one (1) week. However, in the situation where the reason for a temporary driving reassignment is for disciplinary problems, the one-week period may be extended. When such an extension is

necessary, the **Director of Operations/Transportation Site Manager or designee** shall notify the Organization of the necessity to extend the period and the length of the period of extension. The employee assigned to a temporary driving assignment during the regular school year shall be paid at his/her own rate of pay or at the rate for the job to which the employee is temporarily assigned, whichever is higher.

The employee performing a temporary non-driving assignment related to the transportation department shall be paid \$10.00 per hour. **This excludes any employee serving in the role of a substitute/temporary bus para-educator.**

3. Work Schedules.

Work schedules, inclusive of the route time, route lengths and preparatory duties, are the sole and absolute right of the District. The employee is required to complete pre and post-trip requirements according to the following:

a. Regular Routes

Each time a regular route employee leaves to transport assigned passengers, the employee will be paid for a 15-minute prescribed pre-trip inspection, based on arrival 15 minutes prior to the departure and completion of the inspection. The employee is also required to complete a walk-through post-trip inspection.

b. Out of Town Trips

Each time an employee of an out-of-town trip leaves to transport assigned passengers, the employee will be paid for a 15-minute prescribed pre-trip inspection, based on arrival 15 minutes prior to the departure and completion of the inspection. The employee is also required to repeat the pre-trip inspection at the out-of-town location prior to returning with the assigned passengers. The employee, upon return, will also be paid for a 15-minute post-trip inspection, based on completion of all prescribed post-trip functions listed on the trip form.

**Trips are taken by rotation. If you have taken a trip and rotation has come back to you again and a trip is open on the same day, you may go to the next day's open trip. In a situation where a driver has an out of town trip and their name comes back around in rotation and falls on the same day, that driver will be eligible for the following trip that is scheduled.**

c. In-Town Trips

Each time an employee of an in-town or in-district extra-driving trip leaves to transport assigned passengers, the employee will be paid for a 15-minute prescribed pre-trip inspection, based on arrival 15 minutes prior to the departure and completion of the inspection. The employee is also required to do a visual walk-around prescribed inspection prior to the return trip.

4. Overtime.

The standard workweek for overtime purposes shall begin at 12:01 a.m. on Monday and shall end at the same time seven (7) days later. Overtime will be paid at the rate of time and one-half of the employee's regular hourly rate of pay when an employee works in excess of forty (40) hours per week.

Each employee shall submit a weekly time sheet to the **Director of Operations/Transportation Site Manager or designee** showing hours worked on regular routes. In addition, each employee shall submit the required separate time sheet for extra driving. Falsification of any time sheet shall be considered grounds for immediate dismissal.

5. Premium Routes.

The District may establish or discontinue premium routes at its discretion to be effective at the end of the work-year. Written notification shall be provided to the driver by July 1 when such action is taken. Premium route pay will be capped at four (4) hours.

**ARTICLE XI: INSURANCE**

A. Life Insurance:

All employees shall receive, at District expense, a \$10,000 term life insurance policy. Employees are subject to the satisfaction of insurance company eligibility and implementation standards.

**ARTICLE XII: WAGES**

A. Dues Deduction

1. Any employee who is a member of the Organization or who has applied for membership, may sign and deliver to the District an authorization for payroll deduction of Organization dues. The Organization agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be designed by the Organization, subject to approval by the Board, shall be revocable upon thirty (30) days notice, and expenses for producing and distributing said forms shall be borne by the Organization. Dues authorization shall be continuous until revoked.
2. Dues authorization forms shall be received by the District not less than ten (10) days prior to the District's first September payroll date on which the deduction is to commence. Employees who begin deduction after the September payroll shall have total dues prorated on the basis of remaining months through May.
3. The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct in equal installments the total annual dues from the employee's regular paycheck (September-May) and remit same promptly to the Organization. The Organization agrees to indemnify and hold harmless the District, the Board, each individual Board member, and all administrators against all claims, suits, or other forms of liability arising out of the provisions in this agreement between the parties for dues deduction.

B. Length of Service

Longevity is based on years of service. A year of service is defined as working 91 to 180 days in a school year. The longevity increment will be added to the regular route hourly rate. The schedule below describes longevity increments and will affect those hired after 7/1/93.

<u>Year(s)</u>	<u>Longevity Increment</u>
after 2 years	5 cents
after 4 years	10 cents
after 6 years	15 cents
after 8 years	20 cents
after 10 years	25 cents
after 20 years	35 cents
after 30 years	45 cents

Those hired prior to 7/1/93 will have their longevity determined by: "the new school year minus the employee's starting date year and add one (1) year to the calculation only if the starting date was before July 1 of the new year."

### C. Paychecks

Normal deductions for association dues, FICA, IPERS, etc., will be taken from each paycheck. Paychecks will be delivered to the bus garage with the school mail for distribution by 9:00 a.m. on the last business office workday of the week, unless the District notifies the Organization in writing of the reason for any delay. The June paycheck will be mailed to employees within two weeks after the last driving day of the school year, or on their regular pay date, whichever occurs later.

As soon as mutually agreeable, subsequent to Board adoption of the school year calendar, the **Director of Operations/Transportation Site Manager or designee** and the Organization's Representative will meet to determine the number and dates of paydays for the next school year.

The route will be timed in the second, third, and fourth weeks of school as time permits or as necessary, as determined by the **Director of Operations/Transportation Site Manager or designee**, or as requested by the employee. The basic amount of payment will be determined by multiplying the average time of the route assigned by the **Director of Operations/Transportation Site Manager or designee** times the negotiated hourly rate. The first, and possibly second check, will be based on an estimated time for that route as determined by the **Director of Operations/Transportation Site Manager or designee**. Pay for extra driving, meetings, etc., will commence with the second paycheck and will be included on alternate paychecks thereafter.

#### 1. New Employees. (For the 2006-2007 year)

All new employees shall receive **\$12.72** per hour for driving a route solo during his/her learning period. After the learning period is completed and when driving solo, the employee shall receive **\$13.21** per hour and receive that for the rest of that school year. The number of days driven in that school year, as described below, shall determine an hourly wage until the employee gets to the Regular Route Wage.

One full year of driving credit will be awarded when an individual drives ninety-one (91) days or more in a school year. This individual will be considered a regular wage employee and will be paid **\$13.89** during the second school year. A driver who drives fewer than ninety-one (91) days will receive **\$13.53** during the second school year. Pay changes will only occur at the beginning of the school year.

#### 2. Regular Wage Employees. (For the 2006-2007 year)

**During the third year of their employment, all drivers shall become a regular wage employee. The hourly rate will be \$13.89** plus any earned longevity increments. This is a rate for employees who have moved, as described, through the new employee category (A above). The minimum length of a regular route (non Mid-day routes) for pay is 180 minutes (a 3 hour minimum). Wages are calculated by multiplying the hourly rate by the route time as pre-timed by the **Director of Operations/Transportation Site Manager or designee**.

1. New Employees. (For the 2007-2008 year)

All new employees shall receive **\$13.33** per hour for driving a route solo during his/her learning period. After the learning period is completed and when driving solo, the employee shall receive **\$13.82** per hour and receive that for the rest of that school year. The number of days driven in that school year, as described below, shall determine an hourly wage until the employee gets to the Regular Route Wage.

One full year of driving credit will be awarded when an individual drives ninety-one (91) days or more in a school year. This individual will be considered a regular wage employee and will be paid **\$14.50** during the second school year. A driver who drives fewer than ninety-one (91) days will receive **\$14.14** during the second school year. Pay changes will only occur at the beginning of the school year.

2. Regular Wage Employees. (For the 2007-2008 year)

**During the third year of their employment, all drivers shall become a regular wage employee. The hourly rate will be \$14.50** plus any earned longevity increments. This is a rate for employees who have moved, as described, through the new employee category (A above). The minimum length of a regular route (non Mid-day routes) for pay is 180 minutes (a 3 hour minimum). Wages are calculated by multiplying the hourly rate by the route time as pre-timed by the **Director of Operations/Transportation Site Manager or designee.**

Permanent adjustments in route times may be made by the **Director of Operations/Transportation Site Manager or designee** based on his/her re-timing. Occasional deviations from time actually worked will not be separately adjusted.

Mid-Day Routes: Pay at the employees hourly rate (including longevity increments) with a two (2) hour minimum guarantee.

No employee shall drive more than one (1) scheduled Mid-Day Route on any given day, unless scheduling and the availability of drivers so mandates.

3. Related Components.

- a. Learning Routes: time spent learning a route shall be paid at **\$7.00** per hour.
- b. Teaching Routes: employees shall be paid their regular wage when performing the role of a teaching-routes instructor.
- c. Reassigned Routes: employees reassigned to another route due to an inability to meet the requirements of the previously assigned route, as determined by the **Director of Operations/Transportation Site Manager or designee**, shall receive the wages commensurate with the new route.
- d. Extra Driving: Assignments for extra driving will be based on continuous rotation of the employee seniority list, which will be posted in the driver's waiting room. When an extra driving assignment is awarded and then the trip is cancelled or postponed, the employee then gets the opportunity to bid on the next available extra driving assignment. The **Director of Operations/Transportation Site Manager or designee** may deviate from the rotation system to avoid the payment of overtime or to avoid any disruption of regularly scheduled services.

- (1) Extra driving assignments will be posted a maximum of ten (10) working days in advance of the trip. Trip sheets will be available at least twenty-four (24) hours in advance of the trip's departure. These assignments are exclusive of those referred to in the next two (2) paragraphs.

- (2) When extra driving arises in less than twenty-four (24) hours but greater than two (2) hours notice, the **Director of Operations/Transportation Site Manager or designee** will make three (3) contacts (by telephone or in person) from the continuous rotation seniority list. If this is not successful, the **Director of Operations/Transportation Site Manager or designee** shall make two (2) additional contacts to any employee. If this process results in no available employee, the **Director of Operations/Transportation Site Manager or designee** may use a non-Organization person for the extra driving. The five (5) employees in this case shall not lose their place in the seniority rotation. The employee accepting such a trip shall maintain their place in the seniority rotation.
- (3) When extra driving arises on less than two (2) hours notice, the **Director of Operations/Transportation Site Manager or designee** will make two (2) contacts from the continuous seniority rotation list. If this is not successful, the **Director of Operations/Transportation Site Manager or designee** shall make one (1) additional contact to any employee. If that is not successful, the **Director of Operations/Transportation Site Manager or designee** may use a non-Organization person for that trip. The possible three (3) employees in this case shall not lose their place in the seniority rotation. The employee accepting such a trip shall maintain their place in the seniority rotation.
- (4) All driving staff (will be paid) for in or out-of-town trips: \$10.45 per hour (no longevity increment is included).

A driver notified of their rotation on an extra driving assignment must respond yes or no about accepting the trip before departing on the a.m. route on the next day. The **Director of Operations/Transportation Site Manager or designee** will log the contacts made to offer the extra driving. The log may be reviewed by the driver and drivers are encouraged to initial the log.

It is the driver's responsibility to keep current on upcoming assignments which are posted in the driver's break-room and their position on the rotation so that they can properly respond to the driving opportunity.

The time is determined from when the employee arrives and completes the required re-trip inspection until he/she returns to the transportation department. When the employee is required to report back to the transportation department and not wait, a one (1) hour minimum for pickup and delivery to the trip's destination and a one (1) hour minimum for pickup and delivery back to the transportation department shall be paid.

**If a driver withdraws from a scheduled extra driving assignment after the next driver on rotation has been contacted more than once per year, excluding a conflict due to an in-town trip, he/she will lose his/her next trip on the rotation.**

- (5) The District may create one or more activity driver positions, which may eliminate all, or a portion of extra driving opportunities. Said drivers would be used for completing extra driving assignments occurring during the normal work week.

- (6) Commencing with the second paycheck of the current school year, each employee will be provided with completed copies of his/her trip sheets for extra driving for the first two pay periods. Thereafter, each employee will be provided with completed copies of his/her trip sheets for extra driving on regular paydays, for the period concurrent with that paycheck.
- e. Any drivers that perform daily special needs extra driving or a daily mid-day route (2 hour minimum per day) or makes an annual commitment to driving early release routes, can not bid on out of town or in town trips that conflict with the fulfillment of those commitments. Any trip on Saturday or Sunday or a trip that does not conflict can be accepted.
- f. If the driver elects to leave the site, the driver must establish how the coach/advisor/supervisor can contact the individual if a change in schedule occurs. It will be expected that the driver be able to return to the site with the bus within 20 minutes of being contacted by the coach/advisor/supervisor.
- g. Overnight Trips:  
The following conditions and terms apply to employees driving overnight trips:
- (1) A standard rate of \$10.45 per hour will be paid.
  - (2) The District will pay for one single/private room per driver and shall reimburse for meals according to the terms of the current contract.
  - (3) To accept an overnight assignment, the driver must be able to drive the trip and stay under the 40-hour work week rule or pass on the trip. {Note: The driver will receive eight (8) hours of unpaid time as "sleep time" during which they will be "off duty".}
- h. Meals Pay: Employees will receive a **\$5.50** stipend per meal when, while engaged in extra driving, the trip extends over a normal meal time (e.g. 8:00 a.m.; 12:00 p.m.; 6:00 p.m.), and the employee is required to remain on site. The stipend should be paid within the next two pay periods following the submission of the completed meal voucher.
- i. Earned Bonus: This is a reward to drivers who exhibit safety, punctuality, exemplary job commitment, and quality job performance.

The bonus for a year is based on job assignment as follows:

- (1) drive one (1) time per day...\$100.00 maximum.
- (2) drives two (2) times per day...\$175.00 maximum.
- (3) drives a mid-day route...\$100.00 maximum.

Each regular driver will receive, according to their job assignment(s) above, a bonus increment credit per pay period equal to their maximum possible bonus divided by the number of pay periods in the school year, if the driver:

- (1) turns in all required paper work, including time sheets, etc. to the Transportation Office by the end of his/her route on the last driving day of the week.
- (2) keeps the inside of their assigned bus cleaned.
- (3) makes proper use of the bus radio communication system.
- (4) reports to work on time each day of a pay period. The only exceptions would be for approved Personal Leave, Bereavement Leave, Jury and Legal Leave, and Organization leave.
- (5) reports in writing all mechanical or electrical problems with their assigned bus.



The regular driver may lose \$50.00 of the maximum possible bonus, after consultation involving the **Director of Operations/Transportation Site Manager or designee**, an association representative, and the driver, when the driver:

- (1) fails to perform and complete the required pre-trip inspection.
- (2) has an unexcused leave.
- (3) fails to attend or comes late to a scheduled, required meeting called by the **Director of Operations/Transportation Site Manager or designee** unless excused by **that individual**.
- (4) is a no-show/no call (notifying the transportation office within twenty (20) minutes of when one's regularly scheduled duties are to begin).
- (5) is absent the **first five (5) student attendance days, the last ten (10) student attendance days, or the days immediately before or after holidays or vacations (including long weekends in which a paid holiday falls)**. The only exception would be for Bereavement Leave, Jury and Legal Leave, and Personal Sick Leave that is verified in writing by a medical doctor indicating an inability to drive a bus on the day.

The regular driver may lose the year's total bonus for all job assignments when the driver:

- (1) has an on-the-job moving violation (e.g., speeding, running a stop sign.)
- (2) is at-fault in an accident that results in repair costs to the District for more than the driver has accumulated toward the maximum accumulated bonus.
- (3) leaves the bus unattended when fueling.
- (4) fails to drive any day **during the first five (5) student attendance days, the last ten (10) student attendance days, or the days immediately before or after holidays or vacations (including long weekends in which a paid holiday falls)**. The only exception would be for Bereavement Leave, Jury and Legal Leave, and Personal Sick Leave that is verified in writing by a medical doctor indicating an inability to drive a bus on the day(s).
- (5) leaves the bus when students are on board, with the bus engine running or with the keys in the ignition.

- j. Return to Work Bonus: An individual employed by the transportation department at the conclusion of the current school year will be awarded a \$50.00 bonus if they return to their assignment and remain employed through Thanksgiving. They will receive the \$50.00 bonus prior to the Winter Break.
- k. Recruitment Bonus: Any current employee of the transportation department who successfully recruits a new driver who completes the learning period and remains employed for a minimum of 60 days will qualify for a \$100.00 recruitment bonus.
- l. Meetings Wage: Employee attendance at meetings called by the **Director of Operations/Transportation Site Manager or designee** will be compensated for at the rate of **\$7.50** per hour.
- m. Commercial Drivers License (CDL) Renewals: Employee renewal of a CDL license will be reimbursed by the District in an amount equal to the difference between a regular operator's license and a CDL of the same length.

## ARTICLE XIII: GRIEVANCE

### Section 1.

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.

### Section 2.

- A. Every employee or group of employees, including the Organization, covered by this agreement shall have the right to present grievances in accordance with these procedures.
- B. Every employee shall have the right to be represented at any step in this procedure by a representative of his/her own choosing and at his/her own expense. In the event the Organization is not satisfied with the resolution of the grievance that has proceeded through Step 3, may pursue the grievance to Step 4.
- C. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the program and related work activities of the grieving employee or of the employee staff.

### Section 3.

- A. First Step. An attempt shall be made to resolve any grievance through an informal, verbal discussion between complainant and his or her immediate supervisor.
- B. Second Step. If the grievance cannot be resolved informally, the aggrieved employee or Organization shall file the grievance, in writing, with the **Director of Operations/Transportation Site Manager or designee**. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall state the remedy requested. In the case of an Organization grievance, the grievance shall also state the specific employee or employees affected. The filing of the formal written grievance at the Second Step must be within ten (10) workdays from the date of the occurrence of the event giving rise to the grievance. At a mutually agreeable time, within ten (10) workdays from the filing, the **Director of Operations/Transportation Site Manager or designee** and the aggrieved will meet to discuss the matter. The **Director of Operations/Transportation Site Manager or designee** shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent or **designee** within ten (10) workdays after receipt of the grievance or the meeting between the aggrieved and the **Director of Operations/Transportation Site Manager or designee**, whichever is later.
- C. Third Step. In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved employee or the Organization shall file within ten (10) workdays of the written decision at the Second Step by the **Director of Operations/Transportation Site Manager or designee**, a copy of the grievance with the Superintendent or **designee**. Within ten (10) workdays after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) workdays of the Third Step grievance meeting and communicate it in writing to the employee or

Organization and the **Director of Operations/Transportation Site Manager or designee**.

- D. Fourth Step. If the grievance is not satisfactorily resolved at the Third Step, there shall be available a Fourth Step of impartial arbitration. The employee or the Organization may submit, in writing, a request for arbitration to the Superintendent or designee, within ten (10) workdays of the date the decision is rendered in Step Three for the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator to serve, either party may request a list of seven (7) arbitrators from the Public Employment Relations Board (PERB). Upon receipt of said list, the parties will meet within ten (10) workdays to select an arbitrator. The list will be narrowed through a striking process with the moving party making the first strike. The arbitrator shall hear the grievance de novo and render a decision in writing within thirty (30) days of the hearing to the employee, Board, and the Organization. The decision of the arbitrator shall be final and binding on all parties.

The cost of the arbitrator shall be borne equally by the Board and the Organization.

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her by the District and the Organization, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the agreement.

#### Section 4.

- A. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

#### Section 5.

- A. All references to workdays shall automatically convert to weekdays (Monday through Friday) during the summer vacation.

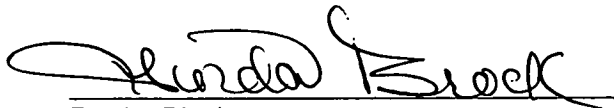
### **ARTICLE XIV: VACATIONS AND HOLIDAYS**

- A. Holiday Pay: Employees will receive six (6) days of pay, based on their regular route pay {Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day}.
1. Mid-day route wage will only be included if the mid-day route is the only assignment the driver has.

## ARTICLE XV: COMPLIANCE AND DURATION

- A. Separability. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining article, section or clause shall remain in full force and effect.
- B. Printing. Copies of this agreement will be printed by the District for members of the negotiations team, plus an additional ten (10) copies. The cost of printing the copies will be shared equally between the two parties.
- C. Duration. The language of this agreement shall be effective **July 1, 2006**, and shall continue in effect through **June 30, 2008**.

3-23-06  
Date

  
For the District

3-23-06  
Date

  
For the F.D.C.S. M.E.B.U. (Bus Drivers)

It is the policy of the Fort Dodge Community School District not to discriminate on the basis of race, creed, color, national origin, gender, disability, religion, age or marital status in its programs, services, and employment practices. If you have questions or grievances related to this policy, please contact Marcy Harms, Director of Student Services, Arey Education Center, 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501, (574-5678) or contact the U. S. Department of Education Office for Civil Rights Midwestern Division, 10220 North Executive Hills Boulevard, 8<sup>th</sup> Floor, Kansas City, MO 64153-1367. (Alternate for Section 504 is Lis Ristau, Director of Special Needs, 515-574-5675)

The District's Compliance Coordinator for Affirmative Action is Pam Rodewald. She can be reached at 574-5657 or 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501.

The District's Designated Investigator of Physical/Sexual Abuse of Students by School Employees is Marcy Harms. She can be reached at 574-5678 or 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501. The alternate is Corey Moody. He can be reached at 574-5469 or 819 North 25<sup>th</sup> Street, Fort Dodge, IA 50501.

The District's Grievance Officer for Harassment Complaints and Allegations is Marcy Harms, Director of Student Services. She can be reached at 574-5678 or 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501.

Revised: 05/05